

1. INTERPRETATION

In these Conditions:

- a. Millbrook Proving Ground Limited trading as Millbrook Events is called 'the Company' and the firm, individual, or corporate body with whom the Company contracts is called 'the Client'.
The terms 'Company' and 'Client' shall include their respective employees, servants, agents, representatives, and guests
- c. 'Contract' means any contract or order for the hire of the Facility/Facilities and/or supply of Services made between the Company and the Client
- d. 'Contract Price' means the consideration to be paid by the Client to the Company in respect of the Facility and/or supply of Services provided under the Contract
- e. 'the Event' means the event detailed in the Contract
- f. 'Facility/Facilities' means the use and hire of the Company's Event's buildings and/or the track at Millbrook.
- g. 'Millbrook' means the Millbrook Proving Ground at Millbrook, Bedfordshire and/or any of its Facilities as hereinafter defined.
- h. 'Services' and 'other services' where the context so admits means those services which are supplied to the Client by the Company including but not limited to catering services, track marshals and 'follow-me' vehicles in connection with the use and hire of the track, hospitality staff, security staff, entertainment whether comprising live entertainment/music or 'discos' at the relevant price subsisting at the date at which supply of the additional Services is commenced. For the avoidance of doubt, the Company shall be the sole provider of catering services and the track marshals referred to.

2. APPLICATION

Every Contract placed with the Company by the Client is accepted on the basis of the following terms and conditions only. In the event that the Client's order contains terms and conditions inconsistent herewith, these Conditions shall prevail in construing the terms of the Contract.

3. ACCEPTANCE

- 3.1 Unless subsequently withdrawn, any offer made by the Company is open for acceptance by the Client within 30 days from the date thereof, and is subject to confirmation by the Company at the time of acceptance.
- 3.2 Until the Deposit is paid by the Client to the Company and referred to in sub-clause 6.2 hereto, the Company shall be at liberty to offer the dates requested by the Client to any other interested third parties.

4. CONTRACT PRICE

- 4.1 Unless otherwise stated in any offer of Services, the prices quoted for fulfilment of the Contract are given for guidance purposes only. If at any time it becomes clear that the project cannot be completed within the authorised financial limit the Company will notify the Client and limit expenditure to the authorised amount pending further instructions from the Client.
- 4.2 The Company expressly reserves the right to make any further necessary and reasonable charges based on the actual cost of providing the Services to reflect any variation after the date of quotation in the cost of materials, fuel, power, overheads, equipment, labour or transport, or of conforming to any Act of Parliament, or any order, regulation or bye-law made with statutory authority by government departments, or by local or other authorities. However, in calculating the actual cost of the Services no account shall be taken of any costs incurred solely by reason of the default or negligence of the Company.
- 4.3 In the event of delay or suspension of performance of the Contract at the request of, or due to the default of the Client the Company expressly reserves the right to amend the Contract Price to cover any variation in cost due to such delay or suspension.. In the event of cancellation/postponement by the Client of the Contract, the Company reserves its right to be reimbursed for any costs already incurred with respect to the Facility and/or Services and to recover any lost profit arising from such default of the Client or cancellation/postponement upon the basis set out in clause 6.2 hereto.

5. EXCLUSIVE ITEMS

The Contract Price shall, unless expressly specified, be exclusive of all duties and taxes whatsoever in respect of the provision of the Services and all such duties and taxes shall be paid by the Client. Unless specified therein, quotations exclude Value Added Tax.

6. TERMS OF PAYMENT

- 6.1 The rights to and property in any products, Intellectual Property, reports or other items developed or prepared by the Company during the provision of the Services shall remain vested in the Company until full and satisfactory performance of the Client's obligations under the Contract whereupon the same shall become the property of the Client.
- 6.2 The Company shall be entitled to require the Client to make interim payments which shall be on account of the Contract Price or the Contract Price shall be paid as follows:-
A Deposit representing 20% of the Contract Price for the hire of the Facility/Facilities is due and payable on confirmation of the Contract/booking.
A further sum representing 30% of the said Contract Price is due and payable 60 (sixty) days prior to the Event.
A further sum representing 50% of the balance remaining of the said Contract Price is due and payable 30 (thirty) days prior to the Event. Unless otherwise specified in the quotation all other ancillary costs not included within the said Deposit shall be paid 30 days after the Event. For the avoidance of doubt in the event of a cancellation/postponement as described in clause 4.3 hereof the payment terms shall equal the sum that would have been due at any given time pursuant to the Company's standard payment terms above plus any additional costs/expenses incurred on the Client's behalf. The Company reserves its right to utilise any part of the Deposit or all of it toward the aforementioned payment terms in the event of cancellation/postponement. The Company agrees to use its reasonable endeavours to find alternative clients/hirers (where reasonably practicable to do so) to utilise such aspect(s) of the Facility and/or Services in the event of cancellation/postponement by the Client for the purpose of mitigating the Company's lost profit. Only written cancellations or postponements by the Client will be accepted by the Company. If the Client is resident outside the United Kingdom, payment will, if so required by the Company, be made by confirmed irrevocable letter of credit issued by a bank acceptable to the Company and at the sole expense of the Client.

6.3 The Company shall charge the Client interest on outstanding invoices from the due date of payment until actual payment. The rate of interest shall be 3% above the prevailing Base Rate of the National Westminster Bank plc.

6.4 Where all or part of an invoice remains unpaid for 60 days or more, the Company reserves the right to retain in its possession any materials, vehicles or other property of the Client and to dispose of these and to retain the proceeds up to the value of non-payment and costs incurred in disposal.

6.5 In the event as to any dispute concerning the provision of the Services by the Company hereunder to the Client, the Client shall not be entitled to withhold payment in respect of other aspects of the services not in dispute or otherwise delay payment of the Company's invoice.

7. PERFORMANCE

Unless expressly provided in writing, any times specified for the supply of the Facility and/or Services are statements of expectation only and shall not be binding. Subject to the foregoing, the Company shall use its reasonable endeavours to effect full performance by the stipulated time, or, if no such time is stipulated, within a reasonable time

Neither party shall be liable for a failure to perform or delay in performing any of its obligations under or pursuant to this Agreement if and in so far as performance is delayed, hindered or prevented by force majeure which expression shall mean any event beyond the reasonable control of the party in question including but not limited to strikes, lock-outs, or other industrial action, extreme weather conditions, or Act of God.

7.3 The Company shall not have any liability to the Client for any direct or consequential loss or damage suffered by the Client as a result of the Company's inability to perform its obligations under the Contract in the circumstances aforementioned in this sub-clause 7.2.

8. PROVISION OF INFORMATION

8.1 The Client shall provide promptly all materials (including vehicles), drawings or other information required to enable the Services to be supplied pursuant to the Contract. All costs, claims, expenses, and other liability suffered by the Client due to delay caused by a failure to provide such items when required shall be for the sole account of the Client.

8.2 The Client shall confirm to the Company the final number of its employees, servants, agents, representatives, and guests (as appropriate) expected to attend the Event not less than 8 working days (excluding weekends and bank holidays) prior to the relevant rig, live or first day of the Event, failing which the Company shall be entitled in order to fulfil its duties hereunder to rely on the number previously given to it by the Client.

9. DELIVERY AND COLLECTION OF CLIENT'S PROPERTY

9.1 All materials (including vehicles) ('Client's Property') supplied by the Client are to be delivered to and collected from Millbrook by the Client free of any charge to the Company. Any charges incurred by the Company for provision of material or for transportation, customs clearance, storage or handling will be the responsibility of the Client and will be subject to a 15% charge.

9.2 All Client's Property will, unless a specific written undertaking signed by a Director of the company, remain at the risk of the Client at all times.

9.3 The Client shall collect or arrange for the removal of all Client's Property by the end of the Hire Period specified in the Company's Quotation. In cases of default the Company reserves the right to arrange for storage and to charge the Client with all costs incurred.

9.4 In the event that Client's Property remains uncollected three months after notification of availability for collection the Company reserves the right to dispose of each such item as it thinks fit without recourse to the Client.

10. DRAWINGS AND SPECIFICATIONS

10.1 All descriptions, drawings, standards, specifications or other descriptive matter given by the Company to the Client prior to commencement of the Contract (whether verbal or in writing) are approximate only and shall not form part of the description of the Services to be provided hereunder.

10.2 The content of the Company's catalogues, price lists or other published matter are intended to present a general idea of the Company's services and none shall form part of the Contract or be considered a collateral warranty or a representation inducing the same.

11. RESTRICTIONS

11.1 The Company does not guarantee that the product of any Services will be satisfactory for the purposes of the Client.

11.2 The liability of the Company for any claim or claims for direct loss, damage, costs or expenses made by the Client against the Company whether in contract, or tort or otherwise arising out of or in connection with any act, omission, neglect or default of the Company in the supply of Services or otherwise arising out of any one occurrence or series of occurrences arising out of one original cause in connection with the use of Millbrook shall be limited to the Contract Price relevant to that element of Services concerned up to the maximum sum of £2,000,000 including all legal and other costs incurred.

11.3 The Company shall not be liable for any claims for indirect or consequential injury, loss, damage, costs or expenses made by the Client against the Company whether in contract, in tort or otherwise arising out of or in connection with any such defect, act, omission, neglect or default referred to in sub-clause 11.2 above.

11.4 For the avoidance of doubt. The Company shall not be liable for any claims brought either directly or indirectly where a Client or a third party working on behalf of a Client has failed to obtain all necessary and legally required military and/or export licences to allow them to bring their vehicles, materials (including vehicles), drawings, software, technology or other materials in to or out of the United Kingdom. Also, the Company shall not be liable for any claims brought either directly or indirectly where a Client or a third party acting on behalf of a Client fail to provide the Company with information needed to determine whether the Company would need to apply for an export licence. Also, nothing in these Conditions shall limit or exclude the liability of the Company in respect of death or personal injury resulting from the negligence of the Company.

12. PATENTS, TRADEMARKS AND REGISTERED DESIGNS

All intellectual property rights (including but not limited to patents, trademarks, registered designs and copyright) arising from the provision of Services under the Contract shall be the property of the Company unless otherwise agreed in writing between the Company and the Client.

13. JOINT AND SEVERAL OBLIGATIONS

13.1 Where the Contract is made between the Company and two or more Clients the obligations of such Clients to the Company shall be joint and several and the provisions of these Conditions shall apply fully to each of them.

14. CONTENTS OF THE CONTRACT

14.1 All matters whether verbal or in writing communicated to the Client by the Company prior to or after the commencement of the Contract are expressly excluded from the Contract unless otherwise confirmed in writing by or at the request of the Company or the Manager – Events, at any given time.

15. INSOLVENCY AND BREACH OF CONTRACT

In the event that:

a. a party shall commit any breach of the Contract and shall fail to remedy any such breach within a period of 14 days from receipt of notice in writing from the other party requesting such breach to be remedied; or

b. any distress or execution is levied upon any of the goods or property of a party; or

c. a party offers to make any arrangements with or for the benefit of its creditors or commits any act of bankruptcy; or

a party has a Receiver or Administrator appointed of the whole or any part of its undertaking, property or assets or any order is made or a resolution is passed or analogous proceedings are taken for the winding up of that party (save for the purpose of reconstruction or amalgamation without insolvency and previously approved in writing by the other party),

then the other party shall thereupon be entitled, without prejudice to its other rights hereunder, forthwith to suspend hire of the Facility/Facilities and all further supplies of Services until the default has been made good, or to determine the Contract or any unfulfilled part thereof or at that other party's option to make partial supplies of the Facility/Facilities and the Services. Notwithstanding any such termination, where such termination has arisen by reason of the event set out in sub-paragraphs a-d inclusive on the part of the Client, the Client shall pay to the Company the Contract Price for the Facility/Facilities and all Services supplied up to and including the date of termination as referred to in clauses 4.2 and 6.2 hereof and where the termination has arisen on the part of the Company, the Company shall return the Deposit as referred to in clause 6.2 hereof.

16. USE OF MILLBROOK

The following sub-clauses shall apply only where the Client both attends at and makes use of Millbrook:

a. No warranty, expressed or implied, is given by the Company that Millbrook or any part of it will prove adequate in all respects for any use contemplated by the Client.

b. The Client shall at all times comply with all reasonable general rules, regulations procedures and requirements of the Company notified to the Client whilst on the Company's Property (meaning Millbrook and/or the Facility) relating in particular to any prohibition against smoking (in specified areas) and adherence to speed limits and ensure that its personnel comply with security procedures (including but not limited to searching vehicles, cases and bags) and checks laid down or required by the Company. The Company expressly reserves the right at any time to decline to permit any individual to drive any vehicle pursuant to paragraph f hereto, refuse access to or order the removal of any individual or vehicle from the Company's Property upon reasonable grounds and without notice, although reasonable notice will be given whenever possible. Such a refusal of access or exclusion shall be without prejudice to the rights of the Company to charge the Client in respect of the Facility and/or Services already supplied.

c. The Client shall only make use of that part of Millbrook designated by the Company as being available for use by the Client and during such hours and using such procedures as may be specified by the Company. The Client shall not enter any part of Millbrook's premises other than those to which they have been given access in connection with the Contract. Security restrictions must be adhered to.

d. Vehicles provided by the Client for use at Millbrook shall be provided with silencing to such standards as may be required by the Company at its reasonable discretion.

e. The Client shall immediately notify the Company of any incident or matter coming to the attention of the Client during its use of Millbrook which may be a contravention of these Conditions. Such notification may be verbal at first instance but shall be confirmed in writing to the Company giving all relevant detail within 48 hours of such incident or matter.

f. The Client shall ensure to the satisfaction of the Company that each individual who is in control of a vehicle using Millbrook on behalf of the Client is in possession of a valid United Kingdom driving licence (or such overseas driving licence as is recognised in the United Kingdom as being equivalent thereto) in respect of the class of vehicle concerned, is medically fit to drive that vehicle and is not under the influence of alcohol or drugs, and shall provide upon demand such reasonable proof of fitness as may be required by the Company.

g. The Client shall ensure that each individual who is in control of any vehicle is familiar with and capable in all respects of driving such vehicles in a safe and controlled fashion, and comply with any instructions/signals given by any instructors or track marshals.

- h. The Company expressly reserves the right to remove any vehicle of the Client deemed by the Company as having been rendered disabled or causing an obstruction or a potential danger to other drivers or other persons, from Millbrook in whatever reasonable and proper fashion it deems appropriate at the sole cost of the Client.
- i. The Client will at all times observe the requirements of the Health and Safety at Work Act 1974 and any amendment thereto.
- j. The Client shall fully and effectively indemnify the Company against all costs, claims, expenses and other liability, howsoever arising, whether in respect of damage to property or otherwise and whether suffered by the Company or any third party, so far as the same arises directly or indirectly in consequence of the negligent or improper use of Millbrook by the Client.
- k. The Client shall maintain a policy(s) of insurance against all liabilities which may attach to the Client for any death, injury, loss or damage to any person or property arising out of or in connection with the Client's use of Millbrook. This insurance shall be effected in such sum as may be agreed but in any event for not less than an indemnity of £2,000,000 in respect of any one accident or series of accidents arising out of one event.
- l. Minors (under the age of 18) or animals are not permitted on Millbrook's Facility/Facilities as defined above.
- m. The Client acknowledges that the Company provides services on behalf of other clients of a highly confidential nature and that pursuant to the provisions of clause 17 the Client shall procure and advise its employees, servants, agents, representatives, and guests that cameras or video equipment (including digital) are not permitted within the Company's Property without the Company's prior written consent, and that the Company reserves the right to confiscate the same if discovered.

17. CONFIDENTIALITY

17.1 Each party agrees that it will treat all information (howsoever gained) of which it obtains knowledge concerning activities at Millbrook which are not released to the other party for its use under the terms of the Contract as strictly confidential and shall not release details of the same to any third party for any reason whatsoever without the prior written consent of a Director of the disclosing party.

17.2 Each party agrees that it will treat all information drawings and other documents passed to it by the other party during the continuance of the Contract as strictly confidential and shall not release details of the same to any third party for any reason whatsoever without the prior written consent of a Director of the disclosing party.

17.3 The Client and the Company shall respectively be relieved of any of the obligations contained in sub-clause 17.1 or 17.2 above if the relevant information:

- a. was known to them or an associated company (being a company over which they exercise majority control) prior to the provision of Services under the Contract;
- b. becomes known to them or any associated company through another source and there was no knowledge or reason to know on the part of the recipient that the other source had obtained the information under any obligation of secrecy; or
- c. after disclosure enters the public domain except by breach of any Contract to which these Conditions are applicable; or
- d. was disclosed pursuant to a requirement of law.

17.4 The Client shall be relieved of the obligation contained in sub-clause 17.1 above if on behalf of a third party it has contracted the Company to provide a Service and wishes to release information relating to that Service to that third party.

17.5 Either party shall not in any publication or publicity material make use of any report or statement issued by the other party, or any extract therefrom, nor refer to the fact that any product or process has been the subject of a contract with the other party in any publication or publicity material without the express written permission of a Director of the disclosing party which shall not be unreasonably withheld.

18. HAZARDOUS SUBSTANCES

With regard to the Control of Substances Hazardous to Health Regulations (1988) ('COSHH') and any amendment thereto the Client will provide the Company with handling and storage data for any relevant material and will provide updated data as it becomes available. Where the Client leaves on site after the Event any such hazardous material, whereupon Millbrook incur costs relating to the disposal thereof, or the Client causes any contamination by waste; effluent or release of fluids or substances, then Millbrook will recharge such costs to the Client, together with an administration charge of 15% thereon which Millbrook reserve the right to levy.

19. EQUIPMENT BROUGHT ON TO SITE

The Client warrants that all equipment and instrumentation brought on to Millbrook premises by the Client fully complies with relevant safety standards. This includes portable electric appliances which must have been tested, certified as safe and identified as such by a competent person as defined by the 1989 Electricity at Work Regulations and any amendment thereto.

19.2 The Company reserves the right to inspect such equipment and instrumentation and to refuse entry or to undertake the appropriate certification at the Client's expense. The Company shall not be liable for any delays or costs to the Contract resulting from any action under this condition.

20. ASSIGNMENT

This Agreement shall be binding upon and enure to the benefit of the permitted assignees and the respective legal successors by operation of law of the parties hereto but neither the benefit nor the burden of this Agreement shall be assignable by either party without the prior written consent of the other which shall not be unreasonably withheld or delayed.

21. PARTNERSHIP

Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties

22. NOTICES

Any notice or other document required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by first class post or express air mail or other fast postal service; or registered post; or telex or facsimile to the registered office address for the time being for the relevant party or relevant telecommunications number for such party or such other address in Great Britain as that party may from time to time designate by written notice to the other. All such notices and documents shall be in the English language.

23. ENTIRE AGREEMENT

The Company and the Client each agree that this Agreement and any other document in terms agreed between them and signed or executed by them contemporaneously with this Agreement being entered into constitute the entire agreement and understanding between the parties in relation to the subject matter of this Agreement and replace any prior understandings, documentation or negotiations in relation thereto and that, except for any expressly set out in this Agreement, neither of them is relying upon any warranty, representation or undertaking on the part of the other party in entering into this Agreement.

24. VARIATION

No variation of this Agreement shall be valid unless in writing and signed by the duly authorised officers of the parties hereto

WAIVER

The rights and remedies of the Company against the Client shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Company nor by any failure of or delay by the Company in asserting or exercising any such right or remedies. No waiver of a breach of any part of this agreement shall constitute a waiver of any other breach or of that part.

26. ILLEGALITY

If any part of this agreement is held to be invalid by any court or other tribunal, it shall not invalidate the rest of the agreement.

27. LAW

These Conditions and each Contract made pursuant thereto shall be governed by and construed in all respects in accordance with the Laws of England and the Company and the Client hereby irrevocably submit to the exclusive jurisdiction of the English Courts.